

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE <b>1</b>	OF PAGES <b>6</b>
2. AMENDMENT/MODIFICATION NO.  <b>01</b>		3. EFFECTIVE DATE  <b>06/23/2009</b>		4. REQUISITION/PURCHASE REQ. NO.	
				5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED  General Services Administration Property Development Division 230 South Dearborn Street, Room 3600 Chicago, Illinois 60604		7. ADMINISTERED BY <i>(If other than Item 6)</i>  General Services Administration Property Development Division 230 South Dearborn Street, Room 3600 Chicago, Illinois 60604			
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>		(✓)	9A. AMENDMENT OF SOLICITATION NO.  <b>GS-05P-09-GBD-0015</b>		
		<b>X</b>	9B. DATED <i>(SEE ITEM 11)</i>  <b>06/01/2009</b>		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			10B. DATED <i>(SEE ITEM 13)</i>		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended, <b>X</b> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA <i>(if required)</i>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER <i>(Specify type of modification and authority)</i>				
E. IMPORTANT: Contractor is not, <b>x</b> is required to sign this document and return <u>  2  </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>  <b>GS05P09GBD0015, Indefinite Delivery &amp; Indefinite Quantity (IDIQ) Contract for Construction Manager as Contractor (CMc) Services for Minnesota, Wisconsin, Illinois, Indiana, Ohio and Michigan.</b>  <b>Amendment 01</b> is issued in response to the questions dated June 17, 2009. Please see page two through six for description. All other terms and conditions apply.  <b>ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN THE SAME INCLUDING THE PROPOSAL DUE DATE &amp; TIME</b>  Except as provided herein, all terms and conditions of the document reference in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>			BY _____ <i>(Signature of Contracting Officer)</i>		
5PMC COMPUTER GENERATED FORM (03-99)			STANDARD FORM 30 (10-83)		

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**Changes to the RFP – There are only three changes to the RFP**

- Part I, Section C, Paragraph 1, Definitions. The following definition of Construction Contingency has been modified to include in the definition of construction contingency the term Construction Contingency Allowance (CCA):**

**Construction Contingency.** Construction contingency also referred to as CMc contingency and Construction Contingency Allowance (CCA) shall be used to mitigate risk and to compensate the CMc for the cost of unanticipated work that may not be covered in contracts between the CMc and its trade contractors, but which is necessary for the completion of the scope of work required for satisfactory completion of a task order. Unanticipated items of work may include but are not limited to the following: extraordinary coordination of the work of trade contractors and separate contracts; the correction of work minor defects not relating to design; corrections in the work for which the CMc has exhausted all reasonable means to obtain correction of such defects by the responsible trade contractor(s); and costs required to maintain the project schedule as a result of project delays that are not due to the owner's, owner's separate contractors, or architect's actions or failures to act. Construction contingency shall not be used for change orders that occur due to owner requested changes; unforeseen conditions which require corrective action; abnormal inclement weather; material or schedule delays beyond the control of the CMc and trade contractors; costs incurred due to an emergency affecting the safety of persons and property; and architect directed changes to materials, drawings, specifications, construction details and/or installation methods.

- Part IV, Section L, Paragraph 3, Sub-section e, item iv - Past Performance in providing Construction Phase Services and Preconstruction Phase Services on similar projects.** The following paragraph is substituted for the section titled "*Description*":

**Description:** This factor considers the Offeror's Past Performance for the projects submitted under evaluation factor number 1, Past Experience. This factor will be evaluated based upon the responses from the references provided by the Offeror. Past performance can be described as *how* an Offeror performed on a job.

The Government intends to contact those individuals who are provided as references by the Offeror to verify that the services provided comply with the similarity requirements of this RFP and to solicit an assessment of the quality of those services provided through a Past Performance Questionnaire. FAR 15.305(a)(2)(iv) states, "In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance." Therefore, failure of the Offeror to provide a minimum of two relevant references and/or the inability of the Government to complete a minimum of two reference checks after making a reasonable effort to do so, may result in the Offeror being rated as "neutral" on the past performance factor. The Government is not required to conduct or complete reference checks on more than the two required references for each phase. In addition to contacting references provided by the Offeror, the Government may solicit other sources to find references for other relevant, similar work performed by the Offeror.

- Part IV, Section L, Paragraph 3, Sub-section g - Instructions for Packaging Proposals.** The entire part is deleted and replaced with the following:

**g. Instructions for Packaging Proposals:** The technical proposals shall not contain any pricing information. Your proposal package shall be comprised of two sealed envelopes, one to contain one original and five copies of your technical proposal to be marked "TECHNICAL PROPOSAL" and the other to contain one original and five copies of your price proposal to be marked "PRICE PROPOSAL" All envelopes shall clearly identify your firm name and address.

The following portions of your proposal shall be included in the price proposal package:

- Standard Form 24 - Bid Bond (only one copy)
- GSA Form 527 - Contractor's Qualification and Financial Information (only one copy)

The following information should be included in your technical package:

- Notarized statement from an approved surety that they are willing to bond the offeror up to an amount equal to the Annual Contract limit of \$150,000,000.00 (1 original and 5 copies)
- Subcontracting Plan (For Peck Task Order Only) (1 original and 5 copies)

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## Responses to Questions Dated 6/17/09

### Questions about the IDIQ:

*Do you have a preference as to Joint Venture vs. Single firms?*

No preference, however it is in a JV's interest to provide clarification on why firms are forming a Joint Venture including details as to why it is good for the Government.

*You mentioned an amendment on past performance, will this be issued?*

Yes, factor 4, as to the number of references and contacts will be amended.

*What is the gross dollar value of the solicitation?*

The maximum order limitation is \$150 million for the base and each option year. If all four years are optioned the contract has a max value of up to \$750 million.

*Does the surety letter need to be for the \$150 million or \$750 million?*

\$150 million. \$150 million is the annual ordering limit per contract, \$25-\$75 million is the ordering range, orders can be outside this range but the contractor can refuse to accept.

*How do options work? Will there be another RFP each year?*

Our intent is to exercise options based on contractor performance. It is possible we will open it up for competition with another RFP.

*Jobs over \$75 million, will there be separate solicitations?*

Yes, we will post separate solicitations on FedBizOps.

*What is the total value on all Region 5 recovery projects?*

Use the GMP and order limits as a guide.

*Is there a maximum of three projects for past performance?*

A Maximum of 5.

*Are all the projects renovation projects?*

The CMc scope allows for new construction, but most will be renovation.

*Do example projects need to be renovation projects?*

An example project is defined as renovation or alteration of a federal courthouse, office building, or similar building with construction costs greater than \$30,000,000.00.

*Which envelope should we put the forms in?*

Please see page two of this amendment.

*Is the \$150 million per firm or region?*

Per firm, it is a maximum order limitation per option year.

*What is the award date on the Peck Project?*

Promptly after award of the IDIQ, probably the end of August or early September.

*Are other task orders queued up and ready to go?*

Yes, they will come quickly after the award of the IDIQ contracts. This is a fast paced procurement meant to get people back to work.

*Is the implication that all CMc contractors will be at risk?*

Intent is CMc at risk, delivery methods may vary for each project. The CMc IDIQ allows for task orders to also be issues as traditional design, bid, build with the contractor acting as a general contractor or GC.

*Will all questions submitted in writing be posted?*

Yes

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*What type of experience should we submit?*

Similar dollar values, office type buildings dealing with tenants.

*Is the Peck project a stimulus project?*

Yes, it will require reporting on FederalReporting.gov. The website is not currently up yet.

*Should the technical proposal be specific to Peck?*

Yes, peck will be the first task order and is part of the evaluation criteria.

*If specific to Peck, do you want key personnel on CMc for our overall corporation?*

We are looking for key personnel on specific task orders, they will be project specific. In this case Peck. This is part of the evaluation criteria.

*What is the ranking of the evaluation criteria?*

They are ranked in order of importance in the RFP.

*What is the structure of the proposal?*

Double sided, bound on 8.5x11 paper, organized by evaluation criteria, tabbed and organized. Font and size should be readable. (see paragraph e in section L)

*Is the contractor responsible for recovery reporting?*

Yes, both sides will be reporting. Currently the site is not available and hard copy forms are being provided.

*What is the due date of the RFP?*

Due in the Chicago office by 3:00 pm CDT on July 1<sup>st</sup> 2009. They will be stamped in our office and the stamp date must be no later than 3:00 pm CDT, this is a hard cut off time. Please keep in mind that mail is screened and can take extra time. If hand delivered you must go through security and there may be a line. Early proposals will be accepted.

*Will there be shared savings?*

This will be indentified in each individual task order.

All recovery project GMPs are to be obligated by December 2009.

### **John W. Peck Task Order Questions**

*What are the working hours on the project?*

6:00 pm to 4:00 am for both interior and exterior work, times are subject to change.

*Who will be responsible for meetings?*

The contractor will be expected to attend regular conference meetings during business hours.

*Are there additional line items to be added like a generator?*

Line items may be added for items such as a generator, fire pump and lobby improvements. These are not to be included in the current pricing proposal. Offerors are instructed to prepare their proposal based on the drawings and specifications as posted.

*How often will the GSA Project Manager be on site?*

About once every two weeks for a day or two.

*Will subs be able to walkthrough?*

There are no plans for a sub walkthrough. Pictures will be posted on FedBizOps

*Will there be availability for more access to the building prior to the due date?*

No, this is part of the pre-construction related to Peck. Unknowns and inconsistency in the drawings should be picked up in the contingency portion of the Peck GMP. Once the task order is issued the selected firm will have a chance to sit with A/E's to work out unknowns.

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*We are expected to do pre-construction in the 30 days of the RFP process?*

There will be time to work out issues after the task order is issued, that is the reason for the preconstruction services in the base contract. The construction schedule will not start until NTP is given for construction.

*What is the anticipated NTP?*

After preconstruction services are over. NTP will be granted after approval of Bonds, insurance requirements and security clearances.

*Has there been an environmental assessment?*

Yes. There is almost no asbestos in the building. Studies have been done. The results of the environmental assessment are included in the drawings.

*When was Peck built?*

1964

*GMP is for drawings as is?*

Yes, expected range is \$40-\$50 million. Additional design will be done as negotiated change orders.

*Any existing window details?*

Refer to the specs.

*What is the GMP process?*

Max price for job, additional design will result in negotiation to raise GMP. It consists of ECW, construction contingency and Fee.

*Is the 90 day inspection period included in the total time?*

Inspection and commissioning can occur after substantial completion.

*Will there be a green roof?*

No. The roof portion of the scope is included in the drawings and specifications.

*Will the window stops be on interior or exterior?*

Exterior glazing, details are still to be worked out. There will be access to inside of the building for windows.

*What is the line of demarcation for construction in occupied spaces?*

We will move tenants back 5 feet, contractor is responsible for placing the wall.

*With the fire system will there be coordination with the fire department?*

We will consult with the local fire department. Often GSA's standards are stricter than local fire codes.

*What is the accessibility to the building during construction?*

Probably a fenced off exterior area. Interior, one freight elevator, can curtain off other elevators for additional use. No elevator operator is needed.

*Will there be a line item on moving cost?*

GSA will cover moving cost, still to be worked out internally. Currently not in the Scope of work for Peck.

*What is the availability of swing space?*

Unknown, continually changing. Building is 97% occupied.

*Is it a concrete supported building?*

Yes, it is 750,000 square foot building..

*Is the carpet to be replaced?*

No, only along the exterior wall.. Square carpet tiles to be matched or coordinated with current carpet.

*Who is the CMA?*

Jay Shapiro & Associates, Inc.

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*What is the new air system?*

It will be a dual duct VAV system

*Will there be a CMA on all task orders?*

This is how Region 5 manages most jobs.

*Do you have drawings or specs on the existing air handlers?*

They will be available to the contractor of the Peck Task order to be coordinated as part of the preconstruction activities.

*Will we reuse current window treatments?*

New treatments are not in scope of work for the Peck task order.

*Will you be keeping current ceiling tiles?*

Yes, we can provide contact information for the manufacturer. Contractor will be responsible for broken tiles.

*Will you be adding an amendment for allowances?*

No, price only for what is in the specifications and drawings as shown.

*Will we be removing the window washing trolley?*

Yes, it is in the current specs to remove.

*Can we submit above the current \$40 to \$50 million range?*

Yes, but consider competitiveness.

*What is the duration for preconstruction services?*

The total anticipated duration for preconstruction services is 2 months.

*If all bids are above range, how will that impact the IDIQ?*

The IDIQ and Peck are two separate actions. IDIQ will move forward.

*Will the LEED Scorecard be made available?*

Yes

*Will there be a deadline for questions?*

No.

For all other technical questions as it relates to the John W. Peck Project, please price the project as shown on the drawings and specifications.